

### **REMARKS**

Applicants have read and considered the Office Action mailed January 31, 2008. Applicants have amended claim 49 to correct a typographical error. Claims 1-12, 14, 17-36, 38, 41-59 and 63-68 remain pending.

Independent claims 1 and 25 were rejected as being obvious over the teachings of Smithies, as combined with Davis and further combined with Romney. It is however submitted that a *prima facie* case of obviousness has not been established for the reasons given below.

The Office Action contends that Smithies teaches all of the elements of the claimed invention, with the exception of the steps of "embedding said process identification log into the document as signed, thereby securely associating said process log and document", which is allegedly known from Davis (col. 1, lines 55-64), and "making the document as signed available to the user", as allegedly known from Romney (col. 11, lines 36-49).

Applicants first disagree that Davis teaches the step of embedding a process log in a document as signed, as argued in the Office Action.

Davis concerns the steganographic embedding of metadata in media signals, such as through the use of digital watermarks. Nowhere in Davis is there any mention of the media signal representing a document which has been electronically signed through a signing ceremony of any kind. Nowhere in Davis is there any mention of generating a process log representing such a signing ceremony, nor can the metadata be said to be a process authentication code uniquely representing such a process log. Davis only demonstrates that it is known to embed the hash of an electronic file in a media signal, which is not denied by Applicants. Step c) ii) of claim 1 does not broadly cover the embedding of any hash in any electronic file; it concerns embedding the hash of a process log providing for the reconstruction of a signing ceremony of an electronic document in a web environment, in the document as signed. Applicants assert that it was not demonstrated in the Office Action that such a step is known from the prior art.

Moreover, Applicants assert that one skilled in the art would not be motivated to modify Smithies in the way suggested in the Office Action.

In Smithies, the affirmation process of an electronic document begins and ends at the level of the client application 12. The client application 12 is any application that functions to create or retrieve the electronic documents to be affirmed, and in preferred embodiments of

Smithies' invention is a customized version of software such as word processing or spreadsheet programs (col. 12, lines 4-14).

During the affirmation process, all the evidence related thereto is stored in the transcript object 20 (col. 12, lines 32-38). At the end of the process, the transcript object is passed to the client application 12 for storage and later use in verifying the act of affirmation (col. 14, lines 54-58). If the client application has created a document in the transaction, the transcript object is associated or linked to this document by the client application 12 (col. 14, lines 58-62).

The client application 12 can read and display at least some of the information contained in the transcript object 20 in order to verify the affirmation data (col. 14, line 62 to col. 15, line 4). The authentication of a document as affirmed therefore relies on the ability of the client application 12 to verify the information in the transcript object 20.

The Office Action suggests that Smithies could be modified by placing a hash of the transcript object in the document. Applicants note that the scope of Smithies is not limited to the affirmation of electronic documents, but extends to transactions, events or statements as clearly mentioned in the specification. In several of the embodiments contemplated by Smithies, there is no document into which a hash of the transcript object can be embedded. In cases where there is a document associated with the affirmation process, embedding a hash of the transcript object in this document would provide a means for the client application to verify that the document indeed corresponds to the associated transcript object. However, the client application 12 of Smithies already includes a mechanism to perform such a verification, since the client application 12 can access the information in the transcript object including the hash of the document stored therein. Storing a hash of the transcript object in the document would therefore be redundant and teaches away from the recited invention. One skilled in the art would therefore not be motivated to embed a hash of the transcript object in the document of Smithies.

It is to be further pointed out that Smithies relies on the transcript object to verify and store the affirmation process, and not on the document, transaction, statement or event associated with this process. In embodiments of Smithies, the document does not even contain an electronic signature resulting from the affirmation process. This is for example the case when the system of Smithies is used for administering and monitoring exams as explained at col. 43, line 57 to col. 44, line 18. In addition, as noted in the Office Action, Smithies does not make any explicit reference to the document being made available to the user following the affirmation

process. By contrast, Smithies contains several references to the storing and later retrieving and consulting of the transcript object (see for example col. 14, lines 54-58 or col. 40, lines 16-30). All of this evidence supports the assertion of the Applicants that there is no suggestion in Smithies to embed a hash of the transcript object in the document, and that one skilled in the art would not be led in this direction by Smithies.

In view of the above, it is contended that a *prima facie* case of obviousness has not been established, and Applicants request that all rejections be withdrawn and a Notice of Allowance be issued for the present application.

If the Examiner believes a telephone conference would advance the prosecution of this application, the Examiner is invited to telephone the undersigned at the below-listed telephone number.

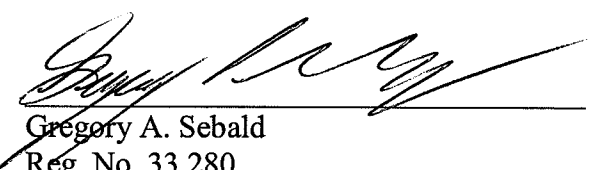
Please consider this a PETITION FOR EXTENSION OF TIME for a sufficient number of months to enter these papers or any future reply, if appropriate. Please charge any additional fees or credit overpayment to Deposit Account No. 13-2725.

Respectfully submitted,

MERCHANT & GOULD P.C.  
P.O. Box 2903  
Minneapolis, Minnesota 55402-0903  
(612) 332-5300

Date: \_\_\_\_\_

7/31/08

  
\_\_\_\_\_  
Gregory A. Sebold  
Reg. No. 33,280  
GAS:PLSkaw